

Entertainments.

D'ARC BIJOU THEATRE
(NEW RECLAMATION).

COSY-COMFORTABLE.

LIGHTED ENTIRELY BY
ELECTRICITY.ENTHUSIASTIC SUCCESS
OF
D'ARC'S PANTOMMES,
(MARIONETTES),
EVERY EVENING, at 9 p.m.

PRICES AS USUAL.

Non-Commissioned Officers and Men of
H. M. Army and Navy half-price to Fit
and Gallery.

Plans at KELLY & WALSH.

Misses E. N. & M. D'ARC, Sole Proprietors
W. D'ARC, Stage Manager.
M. O. CLUTHEROW, General Manager.
Hongkong, January 5, 1895.

To-day's Advertisements.

A POSITIVE NOVELTY
AN ENTERTAINMENT WITH A QUICK PUNCH
AND A HIGH TEMPERATURE.GRAND OPENING NIGHT,
THURSDAY,
10th January, 1895.AT THE
THEATRE ROYAL,
CITY HALL.

HICK'S ORIOLES.

ALL GREAT ARTISTS.

An Array of Talent that has never been
equalled in Hongkong.MAUD DICKSON, EMILE GRIBED.
KATE GIRARD, CHARLES DASHAWAY.
LOTTE MEDLEY, J. MOUTON.
NELLINE WATSON, PHIL. MACK.
VIOLET BRANDON, FRANK BURT.
PARDO SISTERS, W. ROBINSON.
ANNIE BURT, CHAR. ROBERTS.

MERVEN SISTERS.

IT IS A DREAM OF SPLENDOUR.
A PARAGON OF NOVELTIES.

Presented by a Strong Comedy Ensemble.

COMPANY COMPLETE
IN EVERY DETAIL.BOX OFFICE Open THURSDAY, 9 a.m.
for Sale of Seats at KELLY & WALSH, Ltd.Dress Circle and Stalls. \$2
Admission. \$1CHAS. B. HICKS,
Manager.
Hongkong, January 5, 1895.

40

SHIRE LINE OF STEAMERS.

NOTICE TO CONSIGNEES.

S. S. MONMOUTHSHIRE,
FROM HAMBURG, ANTWERP,
LONDON AND STRAITS.

CONSIGNEES of Cargo are hereby informed that all Goods are being landed at their risk into the Godowns of the HONKONG & KOWLOON WHARF & GODOWN CO., Kowloon, whence delivery may be obtained.

No Claims will be admitted after the Goods have left the Godowns, and all Claims must be sent to the Office of the Undersigned before Noon on the 5th January, or they will not be recognized.

All broken, chafed, and damaged Goods are to be left in the Godowns, where they will be examined on the 4th January, at 3 o'clock p.m.

No Fire Insurance has been effected, and any Goods remaining in the Godowns after the 5th January will be subject to rent.

Optional cargo will be forwarded unless notice to the contrary be given before Noon To-day.

Bills of Lading will be countersigned by ARNOLD, KARBERG & Co., Agents.

Hongkong, December 31, 1894.

2137.

HONGKONG VOLUNTEER CORPS.

ORDERS FOR THE WEEK ENDING 12TH
JANUARY, 1895.

FIELD BATTERY.

No. 180.—For Duty, Lieut. MACHELL.

and Sergeant Brown.

No. 181.—DRILLS—TUESDAY, 5.30

p.m., 60 Pr. and Company, Uniform.

Serge and Cap. FRIDAY, 5.0 p.m., 64

Pr. and Company, Uniform; Sirs, and

Sturmy's MATTER, 1.00 p.m., 64 Pr. and

Helmets.

No. 182.—GENERAL—AMBULANCE

CLASS on WEDNESDAY, at 4.45 p.m.

No. 183.—GENERAL—All Old CLOTHING.

in Possession of Members should be

returned to Head Quarters without delay.

By Order,

C. G. TAYLOR,
Lieut. R.A.
Adjutant, H.K.V.C.

HEAD QUARTERS,

Hongkong, January 5, 1895.

37

SCRAPING AND PAINTING

H. M. SHIPS.

SEALED TENDERS will be Received

by the NAVAL STOREKEEPER, H. M.

Naval Yard, until Noon, on WEDNES-

DAY, the 9th Instant, for SCRAPING

AND PAINTING, H. M. Ships ARCHER

AND PEACOCK, as per Specifications in

Office.

Forms of Tender can be obtained on

application.

The right to accept the lowest or any

Tender is reserved.

H. M. NAVAL YARD,

Hongkong, January 5, 1895.

41

STAINFIELD'S PRIVATE HOTEL,

3 DUDDELL STREET.

COMFORTABLY FURNISHED ROOMS.

With every convenience.

Accommodation for Table Boarders.

Particulars, Address,

Mrs. STAINFIELD,

Proprietress.

Hongkong, January 5, 1895.

38

CHINA NAVIGATION COMPANY,

LIMITED.

FOR KOBE (DIRECT).

The Steamship

Takayama, Captain NEDON, will be

despatched on WEDNESDAY, the 9th Instant.

For Freight or Passage, apply to

BUTTERFIELD & SWINE.

Agents.

Hongkong, January 5, 1895.

15

STEAM FOR.

SINGAPORE, COLOMBO, ADEN,

SUEZ, PORT SAID,

NAPLES, GENOA,

ANTWERP, BREMEN & HAMBURG,

PORTS IN THE LEVANT, BLACK

SEA & BALTIc PORTS;

ALSO,

LONDON, NEW YORK, BOSTON,

BALTIMORE, NEW ORLEANS,

GALVESTON & SOUTH AMERICAN

PORTS.

THE COMPANY'S STEAMERS WILL CALL

AT SOUTHAMPTON TO LAND PASSENGERS

AND LUGGAGE.

N.B.—Bills can be taken on through Bills

of Lading for the principal places in

RUSSIA.

Shipping Orders will be granted till

Noon, on TUESDAY, the 8th January,

Cargo and Specie will be received on

WEDNESDAY, the 9th January, and Parcels

will be received (at the Agency's Office) until Noon, on WEDNES-

DAY, the 9th January. Contents of Packages

are required. No Parcel Receipts will be

signed at less than \$2, and Parcels will

not exceed Two Feet Cubic in measure-

ment.

The Steamer has splendid Accommodation

and carries a Doctor and Stewards.

Linen can be washed on board.

For further Particulars, apply to

MELCHERS & Co., Agents.

Hongkong, January 5, 1895.

2048

JUST LANDED.

A NOTHER Consignment of Pure and

FRESH LUCKNOW BUTTER,

completely exempt from other ingredients.

Highly recommended by the gentry all

over India.

Price—65 Cents for Case.

H. RUTTENJEE,

13, D'Aguilar Street.

Hongkong, January 5, 1895.

39

Jessels Advertised as Loa line.

Destination.	Vessels	Arrive.	Date of Leaving.
Bremen & Ports o. Cal.	Gera (s).	Norddeutscher Lloyd	Jan. 10, at 3 p.m.
Japan	Antonia (s).	P. & O. S. N. Co.	Jan. 12, at noon.
Kobé & Yokohama	Taiyuan (s).	Butterfield & Swire	Jan. 9, daylight.
London, v. Suez Canal	Palinurus (s).	P. & O. S. N. Co.	January 2.
London & Ports of Cal.	Glenfruin (s).	Jardine, Matheson & Co.	about Jan. 15.
London & Ports of Cal.	Putkin (s).	P. & O. S. N. Co.	about Jan. 22.
Marseille & Suez	Salsazie (s).	Messageries Maritimes	Jan. 9, at noon.
New York, v. Suez Canal	Angerton (s).	Dowdell, Carrill & Co.	January 7.
Peru, Darwin, &c.	Changsha (s).	Butterfield & Swire	Jan. 9, at 3 p.m.
S. Francisco, v. Japan	Oceanic (s).	O. & O. S. C.	Jan. 9, daylight.
Sierra Madre	City of Rio de Janeiro	Pacific Mail S. S. Co.	Quick despatch.
San Francisco	Monman (s).	Batterfield & Swire	Jan. 9, at 3 p.m.
Sandakan and Kudat	Paiyang (s).	Siemens & Co.	Aug. 8, at 4 p.m.
Shanghai	Teh (s).	Carlowitz & Co.	Jan. 8, at 5 p.m.
Shanghai and Kowloon	Rotetta (s).	P. & O. S. N. Co.	About Jan. 14.
Singapore	Ceylon (s).	Dowdell, Carrill & Co.	About Jan. 12.
Singapore, v. H. M. G.	Tenasserim (s).	Siemens & Co.	Jan. 9, at noon.
S. Francisco, v. Japan	Kriemhild (s).	D. Sasseen, Sons & Co.	Jan. 8, at 3 p.m.
Stow, Amoy & Fuchow	Lightning (s).	Douglas Lapraik & Co.	Jan. 8, daylight.
Stow, Amoy & Tew	Haitan (s).	Sander & Co.	About Jan. 12.
Trieste, &c.	Emperor (s).	Canadian P. & R. Co.	Jan. 23, at noon.
Vancouver (B.C.), &c.	Empress of China (s).	Not, P. & S. & R. Co.	Jan. 22, at 1 p.m.
Victoria (B.C.), &c.	Victoria (s).		

MEMOS. FOR TO-MORROW.

Shipping.

Daylight. Hailton leaves for Coast Ports.

MEMOS. FOR MONDAY.

Shipping.

Angerton leaves for New York.

AMUSEMENTS.

9 p.m.—D'Arc's Fanteches Francaise (Marionettes), on the New Praya Re-

clamation.

MISCELLANEOUS.

9 a.m.—Re-opening of Victoria English Schools.

Goods per Lightning undelivered after Noon landed.

Goods per Louang undelivered

That it is generally understood the Plaintiff's conditions were brought about by the unconscious co-operation, or want of action, on the part of the Government, the landlords, and the tenantry.

That the Government naturally hesitates to say there was any fault on its part, and as the tenants are not yet educated up to sanitary science, the easiest way is to throw the responsibility upon the landlords, who earn the profits out of the tenancy.

That I think the Government and the landlords are both wrong—the one in seeking to impose responsibility, and the other in endeavouring to escape all obligation.

That it may be taken as an axiom that it is the duty of a tenant to maintain a wholesome habitable tenement in a wholesome and habitable condition (in a sanitary sense) so far as in him lies.

That it may also be accepted as a fact that the landlord must acknowledge some obligation in the possession of property beyond the mere collection of rents.

That it is also clear to every one the Government must see to it that property in houses shall be regulated so as to save the body politic from epidemics.

That it is therefore clear at the sun at noonday that the responsibility for any accumulation of Plague or epidemic conditions must rest upon landlords, tenants, and the Government alike.

Now the tenants have to pay the landlord, and so far as I can see, the Government (that is, the ratepayers) have also to pay the landlord when anything untoward happens.

That the Government have to balance, as far as it can, the desirability of encouraging property-holders and of maintaining the sanitary conditions of the Colony. That to my mind some compromise should be arranged whereby the tenant and the landlord shall be made to work together in the general interest of sanitation.

That in any such arrangement the Government must be the arbiters and supervisors, to see that the general health is safeguarded.

That any system of farming out blocks of native houses must necessarily be a risk which belongs to the landlord; as that system has done more to invite the Plague than anything else, hitherto—ever officially known.

That any attempt to throw the whole of the responsibility upon one party—tenant, landlord, or Government—will, to my mind, be not only unjust, but foolish, as there are always better than one.

That I hear the plague-affected houses outside Tsimshing area are to be taken over by their owners, on application to Mr F. H. May.

That much has been made by certain parties over this matter, and many of the houses have been left vacant on the ground that compensation was expected, while others have been in occupation for months by owners who had done what was wanted.

That whatever may be the final issue of this sub-section of the Plague dispute, I cannot but commend the action of those owners who took possession after having made the improvements asked, and left the matter of compensation (if any) to the Government.

That something must have gone wrong with the informal arrangements of the Unofficial Members of Council with the Government, as opinions seem to differ about the promises made.

That trouble of that kind often arises under similar circumstances.

That there seems to be a very vague idea as to what was agreed upon as to the projected death of the Sanitary Board—*as to who desired to kill it, who didn't care to kill it, and why it should be killed at all.*

That to judge by the legislation passed during the last few weeks, it appears the Sanitary Board is, and is likely to be, very much alive.

That this is as it should be—only we shall not forget the premeditated attempt to kill.

That it is still as difficult as ever to forecast events in the North.

That some people who ought to know think the lull is caused partly by King Frost, and partly by the hope of a peaceful settlement.

That the belief seems to be gaining ground that Japan could get terms now quite as adequate as she could obtain hence.

That the new Army Corps which hastens to start from Hiroshima is possibly one of the trump cards which is held by the Japanese in this Oriental game of diplomacy.

That the Japanese have delayed so long since the capture of Port Arthur that one cannot but conclude that both sides are anxious for a settlement.

That a peace will be welcomed by every foreign resident of the Far East, except perhaps by those who have been dabbling in arms.

That I have steadfastly objected to the indiscriminate application of legislation to foreigners and Chinese alike, whether it suited the conditions and circumstances of this Colony or not.

That the inapplicability of the Morphine Ordinance in some respects to qualified European chemists has been referred to on previous occasions.

That the application of the law in a recent case may or may not be regarded as a happy state of things.

That a canou can purchase as much opium as would kill a household, but the moment it becomes morphine the law fixes upon it, even though its sale is hedged round with many precautions.

That the bear in the one eye does not appear so large as the bear in the other eye.

That the subsequent proceedings will be watched by all with interest.

BROWNIE.

“For run Blood in the Liver.” If the blood is laden with impurities it spreads disease as it circulates through the organs of the human body—Lungs, Heart, Stomach, Kidneys, Brain. Clarke's World-famed Blood Mixture is warranted to cleanse the blood from all impurities from whatever cause arising. For Scrofula, Scurvy, Eczema, Bad Legs, Skin and Blood Diseases, Pimples, and Sores of all kinds its effects are marvellous. Thousands of wonderful cases have been effected by it. Sold everywhere at 2s. 6d. per bottle. Beware of worthless imitations and substitutes.

During the late war, when the President was calling for recruits, Pat was an applicant. “Well, Pat,” said the officer in charge, “do you know anything about drilling?” “No, sir,” was the ready reply; “it's 12 cents a yard at any dry goods store.”

“If the blood is diseased the body is diseased.”—Remember that the blood, whether pure or impure, circulates through the organs of the human body—Lungs, Heart, Stomach, Kidneys, Brain. It is laden with poisonous matter if it means disease on its course. In cases of Scrofula, Scurvy, Eczema, Bad Legs, Skin and Blood Diseases, Pimples, and Sores of all kinds the effects of Clarke's Blood Mixture are marvellous. Thousands of wonderful cases have been effected by it. Clarke's Blood Mixture is sold every where at 2s. 6d. per bottle. Beware of worthless imitations and substitutes.

THE ODD VOLUMES.
DISCUSSION ON THE LIQUOR TRAFFIC.

Last night a well-attended Meeting of this Society was held at the Rooms, Room Buildings, when Mr W. E. Crow, Government Analyst, opened a debate on the subject of The Regulation of the Liquor Traffic in Hongkong. Captain Hastings, R. N., presided.

Mr Crow dealt with the subject in a masterly and comprehensive manner, giving particulars also of what had been the result of Parliamentary enquires in England. The speaker divided the spirits sold in the Colony into two parts, viz., those used by the Chinese and those used by Europeans, the latter being further subdivided into liquors imported into and those manufactured in the Colony. The various processes adopted in Scotland and Ireland for distilling from malted and unmalted grain were described and the cost given as from 1/- to 1/5d. per gallon, whilst the cost of continental spirits was as low as from 5d. to 1/- per gallon. Specimen bottles were exhibited, of brandy and whisky which had been bought at 30 and 45 cents each respectively, and which but for the smell could not be detected as different from good spirits since such distinction is not possible by any known means in the laboratory and certainly not with such accuracy as is required to meet the conditions of the Spirit Ordinance, No. 21 of 1886, notwithstanding the very serious suspicion attending such sales.

The discussion was continued by a number of the members present, one speaker, in the course of some interesting remarks, going so far as to say that, although it was known that spirit was evolved from almost anything, it might not be generally known that in America spirit was prepared from old clothes! At the close of the debate the following motion proposed by Mr Crow, was unanimously agreed to:—“That in the opinion of this meeting the question of the character and quality of the Alcoholic liquors imported into and manufactured by this Colony and ultimately distributed by retail vendors in one demanding the most serious consideration of everyone having the public welfare at heart, and on the motion of Dr. Cawthron it was also resolved: ‘That the importation of spirit should be taxed and the traffic directly controlled by Government.’

Cordial votes of thanks to the Lecturer and chairman concluded the proceedings.

The Secretaries announced the issue of the first number of the Society's Journal ‘The Bookplate.’

MISSIONS TO SEAMEN.

ANNUAL TEA MEETING.

The annual tea meeting in connection with St. Peter's Church (Missions to Seamen) was held in the reading room of the Sailors' Home last night. Bishop Burdon presided over a very large assemblage.

After an enjoyable tea, provided by the ladies who associate themselves so intimately with the work of the mission in Hongkong, an excellent musical programme, interspersed with speeches, was negotiated. Mrs Alford sang with her usual expressiveness and her rendering of “Home, Sweet Home” appealed to the sympathies of all present. The mandolin and guitar duet of Messrs Tillie and Bourne (of the ‘Empress of China’) were much enjoyed. They played ‘British Patrol’ and ‘A che le mori’ from ‘Il Trovatore.’ The carols were well sung by an efficient choir.

In the course of his remarks, Bishop Burdon, praised the Rev. Mr Goldsmith for the work he had been able to accomplish during the period he had been associated with the mission in Hongkong. He would be missed during his absence on a well-earned holiday. He mentioned that Captain McLeod (of H. M. S. ‘Gibraltar’) had elected to come back to the Far East in preference to going to South Africa as he had the choice of doing, and he was certain his many friends in Hongkong would be welcome him amongst them again. The Bishop concluded by urging upon his hearers the necessity for building up character.

The following was the programme:—

Prayer, Chaplin, ‘Hail, oh Belles’—Chairman's Speech, Bishop Burdon—Report, Mr Edward McLean—Carols, ‘Carols for a Year's Day’—Choir, ‘Mandolin and Guitar Duo, Messrs Bourne and Tillie’—‘Jerusalem, that kills’—Mrs Alford, ‘Carol’—‘The shepherd went his hasty way’—Choir, Speech, Captain McLeod, R.N.

Carols, ‘God Rest You’—Messrs Bourne and Tillie, ‘Home, Sweet Home’—Mrs Alford, Speech, Commander Boys—‘Cheer, cheer, cheer, the sons of Summer’—Choir, ‘Hail, onward Christian Soldiers’— Benediction.

CRICKET CLUB.
THE NAVY—FIRST EXHIBITION.

BY THE CHIEF, R. N. V. T.

On Dec. 21st, 1894, a Memorial Stone was laid by Mrs Boys. The scaffolding poles were gay with bunting, and a bright sun lent a brilliant effect to the scene. A short service was read by the Chaplain. The Right Rev. Bishop Burdon offered up a special prayer, and a short address. Among the visitors present were Commodore Boys, R.N., and Lieut.-Colonel Stewart, R.N. The sum of \$196 was collected towards the \$100 still required.

His Lordship, in delivering judgment, said—“In this case the plaintiff sued originally for \$500.36. That sum was made up of various items, including one of \$51.40 for interest; but the claim was afterwards reduced, as there had been some misunderstanding as to the agreement between the defendant and plaintiff. The claim now is really for \$407.95, plus the claim for interest. The defendant had paid \$11.45 into Court. The facts, shortly, are these. Somewhere about the end of 1890, the plaintiff, Mr Moutrie, was in partnership with Mr Robinson, and they sold piano, &c., in Shanghai. In December of that year, the defendant entered into an agreement with Mr Robinson, on behalf of the firm, which agreement was to date back to November, 1890. Amongst other things that agreement contained a clause to the effect that the said Edward McCabe shall be employed by the said Moutrie, Robinson and Co. as piano-forte tuner, repairer, salesman, &c., or in such other capacity as the plaintiff may find desirable in the business of musical instrument sellers, &c., at Shanghai, Koko, and Yokohama or such other places or places where they may hereafter carry on business, &c. Then it goes on to provide for the salary, which I need not go into as there is no dispute about that; and there is a clause which says that in addition to the said salary the said Moutrie, Robinson & Co. shall provide the said Edward McCabe with his apartment. Now, with reference to that clause, it is sufficient to say that an agreement was subsequently come to, the effect of which was that the defendant was to be of all intents and purposes to receive \$25 in respect of lodgings. In pursuance of this agreement he went to Kobe, meeting Mr Moutrie at Nagasaki, and he explained generally to the said Edward McCabe and his apartment. The plaintiff, Mr Moutrie, who has since dissolved partnership with Mr Robinson, and, apparently under the deed of dissolution, is entitled to collect the debt of the firm, complains that by the terms of the agreement the defendant was not entitled to receive more than his salary and lodging allowances at Kobe. The defendant states that his headquarters were in Koko and while at Yokohama he was there as a traveller for the firm and was entitled to charge hotel expenses and did charge hotel expenses, just as he was entitled to charge them when travelling to other towns in Japan, Taku, Kioto and elsewhere. However, on the words of the agreement itself, I have no hesitation in saying that the plaintiff's interpretation is the right one. The defendant was not then a traveller, and I am of opinion that at none of these places was he entitled to claim anything more than his salary and lodging allowance. However, there is nothing in that agreement to prevent the firm from giving him extra remuneration of any kind. These expenses were incurred from time to time between January and October, 1891; and the defendant, in his monthly account, entered these expenses and charged the firm with them, and these monthly accounts, so far as the evidence shows, were duly forwarded to the head office in Shanghai. And during the whole of that period, from January to October, no complaint was made and no objection was taken by the firm to these items being debited to the firm. In October, Mr Moutrie arrived at Yokohama for the purpose of balancing the books. He did so, and in the course of doing so entered, with his own hand, these items from the cash book into the ledger and debited the firm with the amounts. He also made out the private accounts of the defendant with the firm, and the defendant is not debited with any of the items, in respect of which this claim is now made, and a balance was struck showing a balance of a few dollars in the defendant's favour and it is carried forward to new account. In October, 1891, Mr Moutrie was of opinion, therefore, that McCabe was entitled to charge his expenses—that he did so rightly—and paid them. Some friction appears to have arisen between the firm and the defendant, and, in July, 1892, the firm repudiated their liability and practically asked for a refund. The defendant protested; and, I think, has always protested against that course. The question then is—Can the firm, after having so far acquiesced in their liability and the defendant agreed that the firm should be debited with \$25 for the first month. The defendant, however, denies that he agreed to this. Mr Robinson knows nothing about it. And I am inclined to say the defendant never agreed to it. Can the firm after having so far acquiesced and agreed to the defendant's action repudiate it so far as July, 1892? I am of opinion they cannot; and I am strengthened in my opinion by two sets of circumstances. One is that on 24th December, 1891, two months after Mr Moutrie balanced the books and debited himself and his partner with these expenses, a letter was written from the office in Shanghai, signed by Moutrie, Robinson and Co. There is a paragraph in it which strikes me as remarkable. It says:—“We will remind you that in paying your board in Yokohama during the past two months in addition to lodgings we have given you about \$500 more than you have any right to expect by the terms of your agreement.” Now, it seems to me that if they did not intend to take over the liability for hotel expenses then, no other sense can be attached to the words. After the partnership was dissolved and the defendant had come to Hongkong, the plaintiff sent defendant an account purporting to set out the indebtedness of the defendant to the plaintiff, and in that account no mention is made of the hotel expenses, and the firm would not have made any claim in July, 1892, if it had not been for the friction that had arisen and that the present action would not have been taken if it had not been that the defendant was leaving Mr Moutrie in Hongkong. Therefore, I do not think the plaintiff can now recover this sum of \$500.36. There is another item of \$257.76 due for. This defendant states was for expenses incurred in Koko. Mr Moutrie maintains that the defendant spent 100 dollars on his expenses there, and the sole question is whether the expenses were reasonable or unreasonable. Mr Moutrie says the de-

fendant might have done it cheaper, but I do not think the defendant was obliged to go to the cheapest place. On the evidence I am not of opinion that the \$24.75 is not more than the defendant should have spent. There is an item for \$45, which represents the difference between \$25 and \$15 for four and a half months. When the defendant returned to Shanghai Mr Moutrie informed him he thought \$25 was too much for lodgings allowance and that he should reduce it to \$15. Mr Moutrie says the defendant agreed to that, but the defendant says he objected, and I believe that he did object and never accepted the new arrangement. I think under these circumstances Mr Moutrie was bound to go on paying \$5 per month. Therefore, I do not think he can recover that. The balance is interest, but as I have found there is nothing due I do not think the question of interest arises. I give judgment for the defendant with costs. The \$11.45 paid into Court may be paid out to the plaintiff.

Mr Donnay appeared for the plaintiff, and Mr J. Hastings (of Mr V. H. Deacon's office) for the defendant.

His Lordship, in delivering judgment, said—“In this case the plaintiff sued originally for \$500.36. That sum was made up of various items, including one of \$51.40 for interest; but the claim was afterwards reduced, as there had been some misunderstanding as to the agreement between the defendant and plaintiff. The claim now is really for \$407.95, plus the claim for interest. The defendant had paid \$11.45 into Court. The facts, shortly, are these. Somewhere about the end of 1890, the plaintiff, Mr Moutrie, was in partnership with Mr Robinson, and they sold piano, &c., in Shanghai. In December of that year, the defendant entered into an agreement with Mr Robinson, on behalf of the firm, which agreement was to date back to November, 1890. 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Some friction appears to have arisen between the firm and the defendant, and, in July, 1892, the firm repudiated their liability and practically asked for a refund. The defendant protested; and, I think, has always protested against that course. The question then is—Can the firm, after having so far acquiesced in their liability and the defendant agreed that the firm should be debited with \$25 for the first month. The defendant, however, denies that he agreed to this. Mr Robinson knows nothing about it. And I am inclined to say the defendant never agreed to it. Can the firm after having so far acquiesced and agreed to the defendant's action repudiate it so far as July, 1892? I am of opinion they cannot; and I am strengthened in my opinion by two sets of circumstances. One is that on 24th December, 1891, two months after Mr Moutrie balanced the books and debited himself and his partner with these expenses, a letter was written from the office in Shanghai, signed by Moutrie, Robinson and Co. There is a paragraph in it which strikes me as remarkable. It says:—“We will remind you that in paying your board in Yokohama during the past two months in addition to lodgings we have given you about \$500 more than you have any right to expect by the terms of your agreement.” Now, it seems to me that if they did not intend to take over the liability for hotel expenses then, no other sense can be attached to the words. After the partnership was dissolved and the defendant had come to Hongkong, the plaintiff sent defendant an account purporting to set out the indebtedness of the defendant to the plaintiff, and in that account no mention is made of the hotel expenses, and the firm would not have made any claim in July, 1892, if it had not been for the friction that had arisen and that the present action would not have been taken if it had not been that the defendant was leaving Mr Moutrie in Hongkong. Therefore, I do not think the plaintiff can now recover that. The balance is interest, but as I have found there is nothing due I do not think the question of interest arises. I give judgment for the defendant with costs. The \$11.45 paid into Court may be paid out to the plaintiff.

Mr Donnay appeared for the plaintiff, and Mr J. Hastings (of Mr V. H. Deacon's office) for the defendant.

His Lordship, in delivering judgment, said—“In this case the plaintiff sued originally for \$500.36. That sum was made up of various items, including one of \$51.40 for interest; but the claim was afterwards reduced, as there had been some misunderstanding as to the agreement between the defendant and plaintiff. The claim now is really for \$407.95, plus the claim for interest. The defendant had paid \$11.45 into Court. The facts, shortly, are these. Somewhere about the end of 1890, the plaintiff, Mr Moutrie, was in partnership with Mr Robinson, and they sold piano, &c., in Shanghai. In December of that year, the defendant entered into an agreement with Mr Robinson, on behalf of the firm, which agreement was to date back to November, 1890. Amongst other things that agreement contained a clause to the effect that the said Edward McCabe shall be employed by the said Moutrie, Robinson & Co. as piano-forte tuner, repairer, salesman, &c., or in such other capacity as the plaintiff may find desirable in the business of musical instrument sellers, &c., at Shanghai, Koko, and Yokohama or such other places or places where they may hereafter carry on business, &c. Then it goes on to provide for the salary, which I need not go into as there is no dispute about that; and there is a clause which says that in addition to the said salary the said Moutrie, Robinson & Co. shall provide the said Edward McCabe with his apartment. The plaintiff, Mr Moutrie, who has since dissolved partnership with Mr Robinson, and, apparently under the deed of dissolution, is entitled to collect the debt of the firm, complains that by the terms of the agreement the defendant was not entitled to receive more than his salary and lodging allowances at Kobe. The defendant states that his headquarters were in Koko and while at Yokohama he was there as a traveller for the firm and was entitled to charge hotel expenses and did charge hotel expenses, just as he was entitled to charge them when travelling to other towns in Japan, Taku, Kioto and elsewhere. However, on the words of the agreement itself, I have no hesitation in saying that the plaintiff's interpretation is the right one. The defendant was not then a traveller, and I am of opinion that at none of these places was he entitled to claim anything more than his salary and lodging allowance. However, there is nothing in that agreement to prevent the firm from giving him extra remuneration of any kind. These expenses were incurred from time to time between January and October, 1891; and the defendant, in his monthly account, entered these expenses and charged the firm with them, and these monthly accounts, so far as the evidence shows, were duly forwarded to the head office in Shanghai. And during the whole of that period, from January to October, no complaint was made and no objection was taken by the firm to these items being debited to the firm. In October, Mr Moutrie arrived at Yokohama for the purpose of balancing the books. He did so, and in the course of doing so entered, with his own hand, these items from the cash book into the ledger and debited the firm with the amounts. He also made out the private accounts of the defendant with the firm, and the defendant is not debited with any of the items, in respect of which this claim is now made, and a balance was struck showing a balance of a few dollars in the defendant's favour and it is carried forward to new account. In October, 1891, Mr Moutrie was of opinion, therefore, that McCabe was entitled to charge his expenses—that he did so rightly—and paid them. 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CURIOSITIES OF A COUNTRY PRACTICE.

A time may come when the whole world will be reasonable; but it has not come yet, and in my province it seems still rather distant. At first it mortified me a little to find that the confidence of my patients had to be shared with a dirty old woman living in a back street, a 'white witch,' the repository of innumerable absurdities handed down from countless generations of traffic in the black art. Very probably many of these charms or cures had a long pedigree, reaching back to quite respectable sources; but, if so, ancient descent had sadly impaired their powers for this modern prototype of the 'Witch of Endor,' far from being able to call proths from the dead, could not keep healthy villagers among the living, and I found they generally came to me when the symptoms grew serious. However, if the rustics did not show quite as much ingenuity as I had expected to avail themselves of my medical skill, they were ready enough to consult me on matters of which I knew little about themselves. Notwithstanding the popular belief that a little knowledge is a dangerous thing, I assert unhesitatingly that, to a young doctor in a country practice, little knowledge of a great variety of non-professional subjects is very much better than no knowledge at all. Let me exhort, and give a few instances of what I was exhorting to know.

I was near the end of a day's round when one of my best patients asked me if I had seen old Mrs. Pascoe, at Trowit. 'Her wanteth to see her cruel bad, sir.' This was not very explicit, but it was as much as I could get; so to Trowit, I went (it was only a trifle of four miles or so out of my way), and there found a cheerful, rosy old farmer's wife in the best of health, who was very glad to see me, and at once began to talk of dinnel, the respective merits of the red and the white varieties. Which did I think best, for underclothing? I professed ignorance, whereupon she produced her Bible, and turning to the last chapter of Proverbs drew my attention to the fact that the virtuous woman's household were never afraid of snow, because they were clothed in scarlet, or, as a marginal note put it, in 'double garments,' which, as she very justly said, distinctly suggested that it King Solomon's (blue) red flannel was twice as warm as white. Did I think it was so now? I vowed I did, and left her radiant, all she wanted of me being to persuade her into her own way of thinking.

Puppies were the next thing that plagued me. A small boy came to my surgery, saying that his father 'couldn't sleep o' nights' and that he had 'summat on his mind.' This sounded more like a case for a magistrate or a clergyman than for me. However, the boy was very urgent, and I went with him, tramping in the dark through a ploughed field and a water course till we reached a lonely farm on the hillside, where the boy's father sat awaiting me. On a mat before the fire lay a litter of five mongrel puppies. The man was contemplating them with a gloomy stare. I greeted him cheerfully, and plied him with a few questions, one of which he brought round to the puppies. 'Which did I think would be most likely to chase the sheep, the ones with white paws or those with black?'—a difficult question indeed for a town-bred man whose knowledge of canine nature was gained from the possession of a single fox-terrier. I suggested as much to the farmer, whereupon that if the question had been easy, he would have solved it without calling me in; and this view of the matter so abashed me that I gave an instant decision in favour of white paws, which fortunately agreed with the farmer's view and brought me no trouble.

Politics were the subject I dreaded, for feeling rankly high, and a general election was at hand. I studiously concealed my own views; professed everywhere that my concern was with the ills of my patients, not with those of my country, and flattered myself that I could easily avoid taking sides. It did not prove so simple as I thought. One morning a woman came to see me, 'Well, what's the matter?' I said a little sharply; 'I was just going out, and my horse was standing.' 'Please, sir,' 'the voting,' she said hurriedly. 'Deuce take the voting,' I cried impatiently. 'What has it to do with me?' 'Well, sir, I thought perhaps you'd mind saying which way you were going to vote yourself.' 'No, no!' I said; 'I can't do that. But what on earth do you want to know for? I might as well ask you which way your husband means to vote?' 'Augh, sir, that's what we want to know!' the woman exclaimed. 'Richard (that's my husband, sir) says he won't vote at all; so I tell d'Lord he had given a vote, and 'un' be week, if a don't used, and 'elp says the country; so a listened, as a has to when I'm speaking at last he says, 'Well, Gracey, just to please's I'll vote with the doctor.' 'Tha' great tim-doddle,' I says, 'how do I know which way the doctor 'll vote?' 'Goo and ask it,' says Richard; so I just looked in.' 'My good woman,' I said, 'I can't tell you how I mean to vote; and if I did very probably your husband would go the other way.' 'Would he?' she said, with a truculent laugh. 'Trust me.' But I sent her away, and told her nothing. A few days afterwards a boy came in to see me. He was but a little fellow, almost a dwarf, though eight years old; and his stature was the subject he wanted to consult me about. He said that ten years before he had rubbed a wren's nest by mistake, so that, of course, he had never grown since. I could do nothing for him; but I heard afterwards that if he had buried the birds in a churchyard at midnight it is probable, if not certain, that the spell would have grown again.—*Corinth Magazine*.

DEAFNESS.—An essay describing a really genuine Cure for Deafness, Singing in Ease, &c., no matter how severe or long-standing, will be sent post free—Arificial Ear-Drums and similar appliances entirely superseded. Address THOMAS KIRKZ, Victoria Chambers, 19, Southampton Buildings, Holborn, London.

TEACHERS (of Hongkong school): 'ow, boys, we will pass the sentence.' 'William refused the cake.' Tommy Jones, what is 'William'?' Tommy Jones: 'He's on sea.'

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IMPRISONED ON A SHIP.

The steamship *Normandie*, from Hamburg, arrived in the port of New York on Saturday, Sept. 3d, 1893, with cases of cholera on board. Many of the ship's company had died on the passage. At Hamburg and elsewhere in Europe the disease was raging. The authorities in America were alarmed, lest the scourge should be introduced into that country. Hence the *Normandie* with every soul of her passengers and crew. The writer was a passenger. It was an awful time. Death was among us and on all sides of us. Nobody knew who next would fall. We were imprisoned. Liberty never seemed so far, so far as we could neither fight nor fly. There were hundreds of us—perfectly well, but yet bound together as with iron bands. We had no time to think of the world outside our midst. When at last after weeks of this—we sat on shore, lit off their hats and reverently said, 'Thank God!'

This was being shut up under conditions to make it horrible and fearful. Yet any form of incarceration is bad enough. For example, who says, 'I never moved a yard from my doorsteps for forty years!' Our power to avail ourselves of my medical skill, they were ready enough to consult me on matters of which I knew little about themselves. Notwithstanding the popular belief that a little knowledge is a dangerous thing, I assert unhesitatingly that, to a young doctor in a country practice, little knowledge of a great variety of non-professional subjects is very much better than no knowledge at all. Let me exhort, and give a few instances of what I was exhorting to know.

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